Commonwealth of Virginia

Seat Management Services

RFP 2000-15

Pre-Proposal Conference

March 7, 2000

- ♦ Attendance at this conference is MANDATORY.
- ♦ Please sign the register of attendees or leave a current business card.
- ♦ The formal conference will begin at 10:15. You will have from 10:00 until 10:15 to review the attached questions received prior to the conference along with their answers.
- ♦ Doors to the conference will close at 10:15 and those not registered will not be allowed entry after that time.
- ◆ A list of attendees will be posted on the ASD Web site following the conference.
- ♦ All future communications must be in writing by letter, fax or email, to the addresses referenced in the solicitation, and all relevant correspondence will be posted on the Web site.

1. Based on the fact that it could be an extended period of time prior to the vendor receiving a PO for services, would submitting minimum qualifications and with a stipulation for meeting these qualifications satisfy this requirement. (Page30 section 5, part B, number 4.a.)

ANS:

2. What is meant by, "In addition, DIT reserves the right to waive informalities and to delete items prior to award." (Page 11, section 4)

ANS:

Consult your *VENDORS MANUAL*, Appendix A-4, for a definition of informalities. Items (services) offered may be individually deleted prior to award, at COV's discretion.

3. Could you clarify what is meant on page 17, paragraph 3, which starts, "COV has an installed base....",

ANS:

COV will not pay for warranty services. For clarification the following example is offered.

Example: As of Jan 1st, a subscribing agency has 25 desktop PCs that have 10 months of manufacturer's warranty remaining and MS Office 97 installed (which came as OEM versions from the PC manufacturer). COV would like the SMS contractor to assume h/w warranty repair for the 25 PCs and s/w support of 25 copies of Office 97, while the agency transitions to the SMS environment. The agency schedules delivery of SMS and PCs, 5 per month, commencing May 1st. Propose a transition plan that allows the agency to migrate to full SMS implementation while maintaining the existing PCs, which are under warranty. Offerors should provide a listing of all manufacturers for whom their firm is authorized to perform warranty repairs.

4. Do all selected contractors have to bid on every RFQ that is submitted by an agency under the SMS contract? (Page 17, number 4)

ANS: YES.

5. Can the "Installation Checklist" as described on page 19, section C, number 6, be provided with the submission of each RFQ?

ANS:

COV is seeking vendor input as to the content of the checklist that will be provided by each subscribing agency with each RFQ.

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6. Can you clarify what is meant on page 22, section 9, letter d, where it is stated "Select Outsourcer"?

ANS:

"Select Outsourcer" is a Microsoft term. For further clarification contact your Microsoft representative.

7. What are the designated "disadvantages areas" as discussed on page 23, section 14?

ANS:

For further information relating to disadvantaged areas of the Commonwealth contact the Virginia Economic Development Partnership at 804-371-8100.

8. How many client references are needed to satisfy the requirement to respond to page 29, section 3, parts A and B?

ANS:

ALL for whom your firm has provided the same or similar services, or to whom your firm proposed similar services but did not succeed in obtaining a contract as a result of the proposal.

9. Can you specify what it is that you are looking for with regards to the *Software* section at the bottom of page 42?

ANS:

Please provide a detailed list of any and all software your firm is duly authorized to support, by software publisher.

10. What is defined as "Acceptance Testing" and how will the Commonwealths' costs be determined with regards to page 49, section 8, entitled "Liquidated Damages"?

ANS:

Acceptance testing is a battery of testing available for the Commonwealth to use, or other specific testing that when completed, the equipment may be flagged for passing or failing thereby identifying acceptance. The first sentence of Article 4, page 47, of the desirable contractual terms and conditions states that "To qualify for acceptance, all Services identified by a specific Order must concurrently perform in accordance with the technical specifications and functional descriptions, as contained or referenced in this Agreement at an average effectiveness level of 95% or more, calculated over a period of 48 hours." When the Agreement is negotiated, both parties may agree to more specific testing procedures for acceptance. In the absence of any negotiation whereby this Article is amended, then all technical specifications and functional descriptions will be the criteria for Acceptance.

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The Commonwealths' costs are as delineated in Article 8: "...the costs the Commonwealth would have paid for the Services for each day the Services are not installed." Should the Commonwealth and the Contractor execute an Order for Services, wherein an installation date would have been agree to, then the costs would be as denoted on the Order. If the question is meant for ascertainable costs, then by definition, those costs will not be realized until after the fact and cannot be determined at this time.

11. Can you clarify what the meaning of the words "Enterprise computing services" are on page 7 of the Executive Summary in the sentence that starts, "SMS may include Desktop and Enterprise computing services..."?

ANS:

"Enterprise" refers to networking services across an entire agency.

12. What is the breakdown of the state agencies by agency/quantity/location of equipment?

ANS:

A breakdown of quantity/location of equipment is not available at this time.

13. Page 60, paragraph 43 entitled "Proprietary Information, Duplication and Disclosure". Shouldn't this paragraph address the issue wherein the contractor is required to disclose confidential information pursuant to applicable laws, agency regulations, court orders, etc.?

ANS:

Article 43 states in part, "...and use such information only in performance of this Agreement" and further states "No information or software utilized by the Commonwealth while at Contractor's facilities shall be duplicated or furnished to others without the prior written consent of DIT" whereby identifying the avenue for the Contractor should he (Contractor) determine that some specific information needs to be released. This clause does not prohibit or preclude the Contractor from the release of any information in the performance of any legal obligation or duty, as a result of this Contract.

14. Page 63 paragraph 50 entitled "Title Software/firmware". The issue concerns the following sentence: "Contractor further warrants and represents that the software/firmware product is of original development, and that the package and its use will not violate or infringe upon any patent, copyright, trade secret or other property right of any other person." Since the RFP is not requesting the contractor to provide the contractor's proprietary software, how can COV expect a contractor to make this representation or warranty in connection with third party software? The contractor is not the manufacturer or developer of third party software, has no ownership rights in third party software, can only obtain rights as a licensee or reseller and has no actual knowledge of the software's origin

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or development. The contractor can only pass through the warranty that it receives from the software vendor.

ANS:

Article 50 entitled "Title Software/Firmware" is a Mandatory Term. This term applies to any Software/Firmware provided by the Contractor. Operating Systems and related driver software are requirements of this solicitation. The word "Title" in the heading is not applicable to this solicitation.

15. Is there a specific amount of time that each selected contractor will have to respond to the RFQ's, or will it vary depending on the complexity of each request? (Page 17, number 4, *Agency Procedures*)

ANS: ... A specific timeframe does not exist at this time. The required response time for responding to RFQ's will be developed in the SMS Administrative Procedures Manual (APM).

16. Section III.9 Will the COV identify the relative weighting among the technical factors, and technical and cost?

ANS:

Yes. They will be posted just prior to receipt of proposals.

17. Section IV.A, p15, para 4 - How will the Contractor and COV staff allocate help desk responsibilities for front line, first response? Will service levels for repair be measured from the time of first call to the help desk or notification of the IT staff?

ANS:

Allocation of responsibilities will vary by agency and contractor. Contractor's service level measurement will commence upon first call to the contractor's help desk.

18. Section V.5, p.18, para 5A4 – Please verify that backup and transfer of existing data constitutes the preservation of personal data that resides on a desktop in a single, pre-defined directory.

ANS:

Offerors should address backup and transfer of all existing data identified by the user.

19. Section V.5, p.18, para 4C3 – Please provide the parameters of the standard software images for the 4 hardware classes.

ANS:

This will be provided by individual subscribing agencies as part of the Contractor Selection Process (CSP). Also refer to RFP SectionV.9. c and d., page 22.

20. Section V.5, p.19, para 4D3 – Please define the SMS specific applications requiring customized training.

ANS:

This definition is left for your firm and other vendor firms to propose.

21. Section V.5, p19, para F4 – Please clarify the requirement for disaster recovery. Does it call for redundant systems, off-site storage, or backup and restoration of service? Does the COV have a disaster recovery plan?

ANS:

The features listed are desirables. Your firm may propose any and all services it desires to.

22. Section V.7, p.20, para 7a – For the purpose of insurance, what constitutes acceptance of an asset by the COV?

ANS:

Please refer to RFP page 47, #4., ACCEPTANCE TESTING...

23. Appendix 1, p43. As this list could become quite extensive, please define the set of candidate software applications in which the COV is interested.

ANS:

It is desirable that this list be extensive. Please list any and all software titles your firm is duly authorized to support, by Publisher.

24. Page 62, #48 – Non-Visual Access to Technology. Request a category be included in the specification to separately accommodate this requirement. (The potential liability to provide all equipment with non-visual access is significant – even to enable could be significant).

ANS:

The Code of Virginia states in part "The clause shall be included in all future contracts for the procurement of information technology by, or for the use of, entities covered by this Act on or after the effective date of this Act". The spirit of the Act is to cover "the procurement of all Information Technology" and therefore, the clause will remain in the solicitation/contract, unchanged.

25. Is it with in the scope of this RFP that the Offeror will be expected to maintain the Student Owned computers??

ANS:

Yes, however students will not own computers under the separate SMS student agreement that will be negotiated.

26. Will the Agencies have the option to purchase service from an Offeror without that Offeror having provided hardware.

ANS:

NO.

27. Page 18 section A.7 pleases elaborate on what are the expectations of Capacity Planning?

ANS:

The elaboration of this desirable feature of SMS is left for your firm to propose.

28. Please provide some guidance on the desired outline of the Proposal response.

ANS:

Please refer to the RFP Section VII., *Proposal Preparation and Submission Requirements*.

29. Please elaborate the Commonwealth's expectation for Configuration Management.

ANS:

The elaboration of this desirable feature of SMS is left for your firm to propose.

30. Is it correct to assume that the Principle Period of Maintenance will be Monday through Friday, 8 AM - 5 PM?

ANS:

The PPM will be negotiated. Offerors should indicate the range of PPM they are able to support.

31. Is it correct to assume that the installation will be performed during normal business hours?

ANS:

This will be negotiated. Installation timeframes will vary by the needs of subscribing agencies. Please describe your firm's ability to provide installation services both during normal business hours and at other times.

32. Section III.9, Evaluation Process. Will the Commonwealth identify the criteria weighting scheme identified in the first paragraph of this Section?

ANS:

Weights will be published just prior to receipt of proposals.

33. Section IV.A, The COV describes all aspects of computing operations but does not describe network equipment such as cabling, hubs, switches, routers, and Wide Area Network circuit termination equipment as part of SMS. Should this equipment and management of them be included within SMS, and are DIT standards available for this equipment?

ANS:

Services proposed by your firm in the area of management are not limited. COV has existing contracts for the provision of networking equipment. COV has standards for cabling and interconnection.

34. Section IV.A, The COV will continue to use "first response support staff" to provide technical support to end-users. Section V.2 indicates that these staff may contact the SMS vendor for "high-level support for hardware and software problem resolution." As the skill sets of the COV IT Professionals/MIS Staff directly influence the number of high-level support calls the SMS vendor will receive is there either: a minimum objective competency required of COV Staff prior to their being able to call for high-level support, or, a definition of for "high-level support for hardware and software problem resolution?"

ANS:

This is a desirable feature of SMS. Your firm may propose competency levels and definitions, subject to negotiation by COV.

35. Section V.2, The COV "desires the vendor to assume responsibility for warranty repair of this hardware, and the installed software while an agency transitions to an SMS environment." As specific manufacturers of equipment require certification from the OEMs to effect warranty repair, will the COV identify the specific OEMs of hardware to be maintained during the transition period?

ANS:

Yes, subscribing agencies will identify specific h/w OEMs, as part of the Contractor Selection Process (CSP) described in RFP Section V.4..

36. Section V.2, The COV "desires the vendor to assume responsibility for warranty repair of this hardware, and the installed software while an agency transitions to an SMS environment." The remainder of the RFP requires only "S/W bug fix." Is it the desire of the COV that the SMS vendor assume warranty hardware repair and software bug fix only during the transition period?

ANS:

Yes, however the transition period may extend until warranty expiration.

37. Section V.2, "COV desires to stay as up-to-date with PC hardware and OS software technologies as is practical and fiscally achievable," yet no provision is made for desktop and/or server management as part of SMS services. Would the COV please clarify how it intends to stay up-to-date with firmware and software releases without the ability of the SMS vendor to provide management services, as the SMS vendor may not propose them in accordance with RFP Section V.4 paragraph 2.

ANS:

SMS proposed by your firm in the category of Management are not limited. Only SMS defined in the individual, negotiated Master Contracts can be proposed by the contractor.

38. Section V.5.C, SMS provides for server and workstation installation but does not provide the SMS vendor with access to the local or wide area networks within the COV. How will COV staff determine if the problem is within the realm of SMS or related to local or wide area network equipment prior to calling the SMS vendor for high-level support? If a call is made by COV staff for support and the problem is not related to hardware and software covered under SMS is this additionally billable to the originating agency?

ANS:

Billing for problems not related to H/W and S/W not covered under SMS will be mutually agreed upon during negotiations.

39. Section V.5.F Management. 9.c. A requirement is made for inventory of assets, including software version and license, yet no provision is made for desktop, server, or network management. As COV first response support staff may modify a software version or a software configuration and the SMS vendor is responsible for maintaining an accurate inventory of software components, how will COV staff report changes to the SMS vendor? Will the SMS vendor be relieved from the software inventory requirement if changes made by COV staff to a platform are not reported? Will high-level support resolved to be a problem caused by an unreported configuration change be additionally billable to the originating agency?

ANS:

Inventory of assets is a desirable feature or component of SMS, not a requirement. The Terms and Conditions of each Master Contract will be negotiated by COV.

40. Section V.8.b, SMS User/Client Configurations. Section 48 requires that non-visual access to technology be available for each of the required platforms, yet no provision is made to include this in the SMS vendor pricing. Must non-visual access to technology be priced with each platform or is there some other way to include this technology with the SMS vendor proposal?

ANS:

RFP Section VI, *The Pricing Schedule Model*, requests SMS pricing to be broken into both Tangible and Intangible components, as appropriate for each service. Your firm may provide its pricing related to non-visual technology in the requested MS Excel spreadsheet, under an appropriate category.

41. Section V.8.g. The COV has requested pricing for installation and support of nonstandard software. Should this pricing be provided "per nonstandard software package" or does the COV have a list of nonstandard software to be supported so that more aggressive pricing can be calculated?

ANS:

Your firm is not limited in the number of software packages for which support is proposed. A listing of all non-standard software packages that every COV agency may desire support for, is not available at this time.

42. Section V.9.b, The COV indicates that software is to be individually loaded on each PC. As this negates economies of scale gained by using such packages as "ghost," would the COV please clarify that this is indeed a requirement.

ANS:

RFP Section V.9.b describes a *desirable* service, subject to negotiation.

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43. Appendix 1. The COV does not make allowance to provide Microsoft Windows 2000 Server, or Microsoft Windows 2000 DataCenter Server when it becomes available. How will the SMS vendor provide these to the COV should an agency require them?

ANS:

The current SMSCOV Standards for Server class assets require MS Windows 2000 Advanced Server. The SMSCOV Standards may be periodically updated by DIT. At that time appropriate pricing, conforming to the SMS Cost Ratio (CR) described in RFP Section VI, would be made a part of the Master Contract.

44. Appendix 1.8. The COV requires invoice reduction for assets that do not meet 95% up-time in service for 48 hours subsequent to acceptance. This implies that a desktop may be down for as much as 2.4 hours in any 48-hour period. Under SL1, the SMS vendor has 24 clock hours to repair a problem, and under SL2, 4 clock hours. Is the SMS vendor liable for liquidated damages after 2.4 clock hours? What happens if an agency closes after 5 PM or the next day and the SMS vendor is unable to repair a problem because of an inability to enter the premises?

ANS:

Article 13, page 50, entitled "Equipment Replacement" identifies and defines continual maintenance downtime, after product acceptance. If 2.4 clock hours caused the equipment to be down in excess of 5% as defined in the above referenced clause, then the Contractor would be in breach and the COV would have all rights and remedies available to them (the COV).

Should the vendor be denied access through any fault of the Commonwealth, then the Contractor would be excused. However, should the Contractor be denied access because of a security issue, i.e., Contractor's personnel forgot badge or other paperwork necessary to enter, or for any other reason that would reasonable be deemed the Contractor's responsibility, then the Contractor would be at fault.

45. Section V.5.d.3, Customized training for SMS specific application, please elaborate on: How many SMS specific applications will require customized training materials? Do these materials already exist and only the new solution needs to be integrated? How many employees will need training?

ANS:

Your firm's proposal should address any and all customized training that can be provided.

46. In Section V, paragraph 5 A.5, page 18, "Categories of SMS". Under planning services desired, can DIT explain and/or expand what is meant by "participating seat inventory"?

ANS:

A subscribing agency may have some number of existing seats, or PCs. The Participating Seat inventory would be those existing seats the agency desires to transition to SMS.

47. In Appendix "1" SMS COV Standards, pages 43 and 44 outline the service levels required for maintenance, support, MAC's and installations. Contractor would like to know what are the "Principal Period of maintenance and support hours expected by the contract".

ANS:

Please refer to the answer provided to question #30.

48. In Section XI, Desirable Contract terms, paragraph 6, Field Modifications and/or Engineering Changes.DIT requests that the contractor agree to provide the latest OEM sponsored modifications and or engineering changes (page 48). Does DIT request the contractor to commit to implement only OEM mandatory modifications and/or engineering changes, which manufacturers usually absorb the costs associated with implementation of the change? Or does DIT desire the contractor to implement all modifications and engineering changes, many of which are considered as improvements and "nice to have" features by the manufacturer, that would require added costs by the contractor if implemented?

ANS:

DIT requires all OEM sponsored modifications and engineering changes to be completed by the Contractor, as evidenced by "During the term of this Agreement, Contractor agrees to keep the Services provided hereunder at the latest OEM sponsored modifications and or engineering change..."

49. Appendix 1, SMSCOV Standards, General Requirements, paragraph 1 What is the rationale for requiring the contractor to furnish up to two brand families per proposal, each of which must include all of the SMSCOV Standard Configurations?

ANS:

This is intended to afford subscribing COV agencies some degree of choice of vendor assets. Offerors are not required to offer more than one brand.

50. The purpose of seat management, as stated in Seat Management for the Commonwealth of Virginia, is to institute performance-based contracting under which the vendor must meet prescribed service levels to earn the fee and avoid penalties. In other words, satisfactory service is the objective. The Commonwealth acknowledges that vendors will have a vested interest in providing reliable equipment that will provide the lowest total cost of ownership. However, in requiring the contractor to specify brands rather than capabilities, the Commonwealth is interfering with the vendors ability to provide whatever he feels will meet an Agency's requirements in the most cost effective manner.

COMMENT:

It is presumed that all vendor-owned assets, provided under SMS, will have a brand name associated with them. Therefore, this does not limit the vendor's ability to meet this requirement.

51. By requiring a contractor to provide a single brand family for all the standard configurations, the Commonwealth is restricting the vendor's ability to pick and choose the equipment that he feels is best suited for the situation. In one case he may want to use a single brand for all requirements. In another case, he may want to use his own white boxes for general user desktop units, an OEM version of a notebook that is also sold under a major brand name, and a major brand name server. In still another, he may want to offer rugged equipment or new technology not available from a manufacturer that offers a family of all SMSCOV configurations.

While these requirements may be good for manufacturers who belong to the Gardner Group, they appear to unfairly restrict the ability of vendors to provide the required service *in the most cost effective manner* and negate part of the advantage that the Commonwealth sees in the seat management concept.

We recommend that DIT require the vendor to provide equipment that meets prescribed performance standards directly related to the job it is supposed to do. Brands should not be a consideration.

COMMENT:

It is the intent of COV to obtain high quality services and vendor owned assets, comprising SMS, at a reasonable cost. The Virginia General Assembly has granted COV legal and broad flexibility in fashioning details of competition. Brand families across the SMS platform hardware classes are reflective of the procurement need of COV agencies to insure the maximum degree of compatibility across those classes. Proper identification of brands offered allows COV to perform due diligence in the evaluation of equipment proposed, and to maintain a consistent level of quality throughout the term of the SMS Master Contract(s). As this expression of COV agency's need is not drawn to favor a particular vendor, it is not deemed restrictive.

52. Section III, Background, Section III.8, Executive Briefings, and Section III.9, Evaluation Process, page 12. Please confirm that the evaluation process includes the following: (1) Executive Presentation shortly after delivery of proposals, then (2) possible Oral Presentations or Demonstrations after preliminary evaluation of technical proposals, and finally (3) negotiations with top-ranked offerors.

ANS:

The Executive Briefing is not part of the Evaluation Process. They are separate and distinct procedures.

53. Section V, Statement of Needs, pages 18 –20: Under 6.a, the COV lists 18 items that are considered minimum standards. Are the costs for these items to be bundled in with the costs of the hardware as part of the "Tangible" or "Intangible" prices under the section of the pricing schedule called "Acquisition" or broken up into the individual prices under the different service sections of 5.A through 5.G? This offeror is not certain where to price the 18 items in the price schedule.

ANS:

RFP Section V.8.a lists 18 desirable items that should be included in the tangible and intangible pricing under Acquisition in the spreadsheet.

54. Section V, Statement of Needs, paragraph V.2.a – V.2.g, page 16: In order to assure integrated support for services under each order issued under the contemplated contract, may offeror assume that agencies will order products and services only from a single vendor for each separate requirement?

ANS: Yes.

55. Section V, Statement of Needs, paragraph V.2, last subparagraph, page 17: Are the Technical Support Services separate and distinct from V.E.4, Support/Help Desk, page 19? If so, where in Section VII, Pricing Schedule Model, do offerors price Technical Support Services?

ANS:

Not necessarily, depending upon the degree of support offerings your firm proposes.

56. Section V, Statement of Needs, paragraph V.4.E.4, page 19: It is our experience that customer satisfaction is highly correlated with the ability of the vendor to rapidly respond to user problems. The key element of this response is to provide the first tier help desk function and be able to assess user problems and properly respond within the service levels of the contract. Does the Commonwealth require a first line help desk function as part of the Support services? In this context, may we assume that the "(no end user support)" comment in the referenced paragraph means help desk support but no face-to-face desk side support?

ANS:

No. Not necessarily, depending upon the degree of support services your firm proposes.

57. Section V, Statement of Needs, paragraph V.4.F.1, Inventory Management, page 19: Please specify the exact requirement for management of agency assets. The findings of the Council on Technology Services Seat Management Workshop reported that some agencies have substantial inventory management problems, including up to 75% inaccurate inventories (COTS Seat Management Workgroup document, Seat Management for the Commonwealth of Virginia, Section III, page 14). Does the Commonwealth expect the seat management contractor to perform a periodic or one-time physical inventory of the agencies total IT assets and then manage those assets? If yes, due to the substantial upfront costs for such an effort, our assumption that this support would be ordered as an optional task.

ANS:

There is no exact requirement for management of agency assets. COV expects the contractor to describe the Inventory Management services that he proposes to provide, subject to negotiation prior to contract award. An SMS service may only be ordered by subscribing agencies if it is a menu selection in the Master Contract.

58. Section V, Statement of Needs, Section V.5.F.4, Server Management, page 19: The requirement for server management can be taken one of two ways. First, the Commonwealth wants on-site server management personnel to perform backup/restore, disaster recovery support, server and client administration, and software license and update. The second way is that the Commonwealth wants offsite server management from a central location. Because this second way will reduce COV costs, provide for off-site backup storage, and create opportunities for robust disaster recovery solutions, we believe the second way is what the Commonwealth requires. Is that correct?

ANS:

Not necessarily. Services that your firm desires to propose in this category can only be determined by your firm.

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59. Section V, Statement of Needs, paragraph V.8, Vendor Asset Pricing, page 20; Section V.5 Categories of SMS, pp. 18-19; and Section V.2, Desirable Services, page 17: Once an agency selects a contractor for SMS, should Contractors assume they will be expected to assume warranty responsibility for all existing agency assets?

ANS:

No, only if requested by the agency.

60. Section VII, Proposal Preparation and Submission Requirements, Section B.5.B.4, page 30: Because this is a master contract, with no task orders issued, may we assume that the COV requires resumes for key personnel only? This is because offerors cannot identify exactly who would be working on the contract. That would depend on the exact work ordered by an agency, the location of the work, and the timeframe within which the order is received.

ANS:

No. The set of services offered for SMS is determined by your firm's proposal. Offerors must submit resumes of all personnel that would be assigned to this project, at this point in time.

61. Section X, Appendices, Appendix 1, SMS COV standards, General Requirements, #1: By requiring that all options and upgrades offered must be directly available from the manufacturer of the proposed brand equipment, the Commonwealth is limiting the contractor's flexibility to provide the most robust and cost effective solution to COV. It is the Contractor who must guarantee uptime and system availability to the Commonwealth and so it should be the responsibility of the contractor to propose the equipment solution. Requiring that the options and upgrades must be available from the manufacturer simply limits the flexibility of the Contractor in proposing equipment and adds cost to the total solution. Recommendation: Amend the General Requirements to remove the requirement that all options and upgrades must be available from the manufacturer of the proposed equipment.

Comment:

No change to the General Requirements is anticipated at this time.

62. Section X, Appendices, Appendix 1, SMSCOV Standards, General Requirements, paragraph 4, page 42: The Commonwealth requires a list each manufacturer's "distributors, aggregators, master dealers, or other entities; contact listing of manufacturers and distributors (with 4 categories of information each). The seat management concept is to use commercial best practices to support the Commonwealth's users. When commercial firms order from well-known commercial vendors such as Dell, Compaq, IBM, or Gateway, no such detailed requirements are requested. Recommend that the Commonwealth have offerors identify the major manufacturers and distributors and certify that the manufacturers and distributors will use products that are commercially available and which are used to support the manufacturers'/distributors' commercial business (i.e., there will be no component differences between routine commercial products and the products supplied to the Commonwealth).

Comment:

No change to the General Requirements is anticipated at this time.

63. Section X, Appendices, Appendix 1, SMSCOV Standards, General Requirements, paragraph 4, page 42: The Commonwealth requires a listing of all standards and testing results. The seat management concept is to use commercial best practices to support the Commonwealth's users. When commercial firms order from well-known commercial vendors such as Dell, Compaq, IBM, or Gateway, detailed standards and testing information is not requested. Recommend that the Commonwealth have offerors certify that the equipment and software provided meets standard Federal government and Commonwealth safety and environmental standards and that the equipment and software will meet designated Commonwealth service levels.

Comment:

COV believes that the reference is to paragraph 6. No change to the General Requirements is anticipated at this time.

Section X, Appendix 1, SMS COV Standards, Service Level Requirements 64. Summary, paragraph 8, Vendor Assets, p44: This section requires submission of written statements from the equipment manufacturer or other documentation, for each brand of equipment offered, which verifies compliance with 1) less than or equal to 3% initial failure rate for all units delivered, out-of-the-box; and 2) 95% uptime or in-service time, during any 48 hours, subsequent to acceptance. The seat management concept is to use commercial best practices to support the Commonwealth's users. It is this bidder's experience that no manufacturer will certify to compliance with these requirements because of the numerous variables involved (environmental factors, ability of maintenance personnel to close the repair call, specific configurations designed, etc.) and over which the manufacturer has no control. If direct responsibility for the stated requirement of maintaining a low failure rate and 95% availability is the responsibility of the contractor who controls all aspects of this seat management, and who will be subject to possible invoice reduction for failing to meet these requirements, then shouldn't the certification be the contractor responsibility and not the manufacturers? We suggest that COV require certification by the contractor for compliance to these requirements, as is commonly requested by most federal procurements.

Comment:

No change to the General Requirements is anticipated at this time, however COV will take this suggestion under advisement.

- 65. General Technology Refreshment as specified appears to apply only to the delivered platform component of the seat. (e.g., there does not appear to be a requirement to refresh the seat with new releases of the operating system or drivers as they become available). The COV also provides application software for the seat. Please clarify your desires for software technology refresh for:

 a. Operating system/drivers as they become available, and
- a. Operating system/drivers as they become available, and b. COV supplied software.

ANS: There is no limitation to the number or types of services a vendor firm may offer for SMS.

66. Page 13: With regard to 10.1-11. "Evaluation Criteria," would the COV provide an indication of the relative weight of individual or groups of evaluation criteria?

ANS: Weights will be posted just prior to receipt of proposals.

Page 17: Within the second complete paragraph, it reads, "COV desires the vendor to assume responsibility for warranty repair of this hardware, and the installed software while an agency transitions to a SMS environment." Are the existing warrantees to be formally transferred to the SMS vendor, or does the State expect the SMS vendor to assume break/fix responsibility for the equipment? Will the ownership of "in place" equipment associated with covered seats be transferred to the SMS vendor supporting the agency?

ANS:

Please refer to the answer provided for question # 3.

68. Page 18:With regard to A.4. "Backup and transfer of existing data," is this activity related to planning for transferring and backup of desktop and server data, or does it also include the support necessary to actually perform the backup and transfer to an SMS platform?

ANS: COV desires SMS offerors to propose and price any and all services related to "Backup and transfer of existing data," that it can provide.

69. Page 19:With regard to E.3. "S/W bug fix," is S/W bug fix limited to the installation of software patches for software delivered as part of a platform (e.g. operating system software, drivers, etc.), or does it also apply to COV supplied software?

ANS: COV desires SMS offerors to propose and price any and all services related to "S/W bug fix," that it can provide.

70. Page 19:With regard to 6. "Term of Contract," it reads, "the initial term of this contract shall be for a period of 3 years. Thereafter it will be renewed on a yearly basis, at the COV's option, not to exceed 4 renewal periods." For what term will the delivery orders be issued? Can agencies enter into a delivery order that extends beyond the end of the current master contract? For example, if the master contract is currently in year 3 and no options have been executed, what is the maximum length for which an agency can issue a delivery order?

ANS: Orders may be placed during the entire term of the SMS Master Contract(s) (SMSMC). An order may be issued up to the end of the SMSMC term. Using your example, orders may be placed until the end of the initial 3 year term. However, if a single 3 year refresh seat is ordered on the last day of the 3rd year, the SMSMC would remain in effect until the completion of the services ordered under a valid order.

- 71. Page 30: Reads, "List of all personnel to be assigned to this project, by employer, identifying their qualifications to perform tasks/function to be assigned.
- a. Use the COV Qualifications Form, found in the Appendices, for all personnel.
- b. Identify key personnel, by employer (include sub-Contractor(s), and provide contact information."

It would seem that without any delivery order in place the information necessary to provide ALL resumes is not available. Would the COV consider modifying this requirement to include key personnel only?

ANS:

No, but please refer to the answer to question # 60.

72. Page 49: In the commercial marketplace, missed SLAs are generally accounted for as credits against the monthly price for the item. The clause also states that if actual damages exceed the liquidated damages, then the actual damages will be assessed. In this RFP, the clause amounts to a double penalty against the contractor, and without any ceilings listed, offerors would be unable to quantify their exposure, and hence, would be reduced to including contingencies in the prices which could exceed normal commercial pricing. Would the COV consider revising the contract terms to allow for a more commercial type penalty clause?

ANS:

COV does not consider Article 8, entitled "Liquidated Damages" a penalty clause. Possible invoice reduction related to missed service levels is a separate issue not related to Liquidated Damages.

73. Page 54:As there are multiple vendors to be awarded a master contract, the term "requirements contract" is not really applicable yet there is no minimum value contained in the contract. In order for this to be viewed as a legally binding agreement, some valid consideration must be exchanged. Will the COV consider including a minimum value to be awarded to each vendor?

ANS:

Definition of "Requirements Type Contract" taken from the Agency Procurement and Surplus Property Manual, dated September 1998: "Requirements-type contracts are agreements for performance over a specified period of time, when quantities are indefinite. They have no fixed total dollar amount; rather, they are unit price based. They establish a framework under which goods / services are provided, but it is the degree of purchase order activity against the contract that will ultimately determine it's total value..."

The COV will not consider including a minimum value.

Paragraph 5, Categories of SMS (page 18), asks bidders to describe the proposed methodology in detail for providing each proposed service. However, Section VII (Proposal Preparation and Submission Requirements) does not provide any specific guidance as to where to include this detailed discussion in the proposal. Please clarify.

ANS: Please refer to RFP Section VII. A. 2.g.

75. We understand and fully support the industry best practices of product standardization. However, we would ask the COV to review the limitation of respondents to two brand families for the master contract, and drive standardization through individual task orders.

ANS: No change to this requirement is anticipated at this time.

76. The COV has specified only one server platform. In delivering SMS services, providing several server options may provide more flexibility to the end user community. We request that the COV consider including server platform options in the SMS program.

ANS: While the minimum Server class hardware platform configuration is listed in the SMSCOV Standards, offerors may propose all available options for the platform.

77. Section IV, Item A (paragraph 4) states that "COV staff will continue to maintain its current front line first response support staff". Please explain what is meant by "front line". How will this front line interact with the SMS vendor(s)?

ANS: Subscribing SMS agencies will likely provide an end-user Help Desk for deskside support, through the internal IT/MIS organization. IT/MIS staff will interact with the SMS vendor. However, offerors are not limited to only this level of support.

78. In addition to the pricing template included in Section VI, Pricing Schedule Model, on page 25 of the COV SMS RFP, the COV is encouraged to incorporate several representative pricing scenarios (e.g., full SMS support for a government agency, and acquisition only support at a university).

ANS: SMS is a services only contract. All assets acquired under the SMS Master Contract(s) will remain vendor owned.

79. (re: 3. Statewide Territory-pg 17)
Please cite circumstances that would cause the Commonwealth to award MORE or FEWER than the 3 Master Contracts for SMS cited in the referenced paragraph.

ANS: DIT intends to award up to three (3) individual statewide Master Contracts for SMS, if possible.

80. (re: 4. Agency Procedures-pg 17) Would the Commonwealth consider allowing up to 30 days after receipt of a firm order for units forecasted or unforecasted?

ANS: This is not COV's desire. RFP Section V. generally describes desirables subject to negotiation prior to contract award.

81. Is the rolling forecast intended to provide the Contractor a commitment on future orders so that assets can be acquired and available in 5 days after receipt of order *or* is this simply an unenforceable estimate of future needs?

ANS: The forecasting model is desirable and subject to negotiation prior to contract award.

82. Since most tier 1 OEM's will require a 30 day order to delivery cycle, the COV's delivery requirements would force the Contractor to rely upon and subsequently acquire or manufacture product based on the above forecast. Is that COV's intention?

ANS: The forecasting model is desirable and subject to negotiation prior to contract award.

83. Once a forecast has been submitted, will the subscribing user change/update the information as changes become known or only at the 30 day cycle?

ANS: The forecasting model is desirable and subject to negotiation prior to contract award.

84. The COV has cited Platform Hardware configurations that are very powerful at all levels. Would the COV consider a proposal for less expensive unit/configuration for the DG level?

ANS: The SMSCOV Standards are requirements. No variation in them is anticipated at this time, however it is DIT's intention to update and modify or change the SMSCOV Standards as industry conditions warrant such action.

85. Would the COV consider Service Level Requirements with standard Next Business Day On-Site service as the primary service offering with optional prices for a more robust offering for use at locations requiring higher levels of service?

ANS: The SMSCOV Standards are requirements. Service Levels 1 and 2 are SMSCOV Standards, however offerors may propose additional SMS services.

86. Please clarify the Section V.2 Desirables. It appears that some of these services are identified as mandatory in Appendix I.

ANS: Appendix 1, the SMSCOV Standards are requirements. RFP Section V. generally describes desirables subject to negotiation prior to contract award.

87. **Page 1** –

When does the Commonwealth anticipate issuing/delivering written responses to written inquiries, questions, and other changes resulting from the pre-proposal conference?

ANS:

Written responses to vendor's written questions received by 2/29/2000 will be provided at the Pre-proposal conference. Any other changes will be communicated to vendors who attend the pre-proposal conference via the ASD website.

88. Will the Commonwealth allow for further questions following the Pre-Proposal conference? If so what is the cutoff date for the questions?

ANS:

If a later cutoff date for further questions is allowed, it will be communicated to vendors.

89. Page 7, III.7 – "Mandatory" and "Desirable" Requirements Defined Would the Commonwealth list separately, which items and services are mandatory and which are desirable?

ANS:

All Mandatory requirements are summarized in RFP Section V.1, A through F.

90. Page 12, III, 8 – Executive Briefing How many vendor participants will be allowed to attend this briefing?

ANS:

There is no limitation at this time.

91. Page 13, III.10 – Evaluation Criteria

Do the items listed constitute the selection criteria for which scores will be assigned? Are the items listed in order of importance?

ANS:

Yes.

No, they are not. Weights to be applied to each of the 11 criteria will be posted just prior to receipt of proposals.

92. **Page 9 (footnote) / Page 15 –**

What is the approximate distribution of the current installed base (estimated 60,000 Personal Computers) among the agency types identified as authorized to place orders against this Master Contract?

- **♦** Commonwealth Agency
- ♦ Institution of Higher Education
- **♦** Locality or Political Subdivision
- **♦** Public Schools
- Other Public Bodies

ANS:

The referenced figure (60,000 PC units statewide), as stated in RFP Section IV. A, was provided in the report entitled "Seat Management for the Commonwealth of Virginia". That report contained the findings of the Council on Technology Services, Seat Management Workgroup. The report did not provide the breakdown or distribution of this estimated number of PCs that you requested, and is otherwise not available at this time.

93. **Page 15-17** –

Please provide additional information describing the PCs in the current installed base for which the COV desires the vendor to assume responsibility for warranty repair.

- Manufacturer and model
- **♦** Remaining warranty
- **♦** Installed software
- Estimated useful life

ANS:

Specific information will be supplied to the SMS contractor(s) by subscribing agencies as part of the Contractor selection Process (CSP).

94. **Page 15, Part IV.A** -

What is the estimated growth/expansion of the current installed base over the term of this contract?

ANS:

At this time it is unknown.

95. Please describe the current/envisioned roles and responsibilities of the "front-line, first response staff" mentioned in last paragraph.

ANS:

The referenced staff would be the IT/MIS Staff within a subscribing agency, who provide deskside support to agency end users.

96. Page 16, Part V.2.G - Disposal Does this also apply to inception of the SMS contract?

ANS:

No, since V.2.G on page 16 refers to vendor owned assets.

97. Page 16, last paragraph – this paragraph states that the Contractor will remain the owner of all assets provided. Would the Commonwealth be willing to sign a lease agreement for the computer hardware in addition to an SMS agreement?

ANS:

No.

98. **Page 17, Part V.1 – SMS Standards**

Does periodic updates by DIT of the SMS Standards refer to updates during the RFP process or throughout the life of the contract?

ANS:

Periodic updates refers to updates throughout the life of the contract.

99. Page 18 – Part V.4 - second bullet.

This paragraph states "Each subscribing user agency should provide Contractor with a rolling forecast, updated on at least a 30-day basis. Units included in the forecast must be delivered within five calendar days of the forecast date" – Does the forecast equal a committed order?

ANS:

RFP Section V.4 describes desirable features of SMS subject to negotiation prior to contract award. Please refer to the answer to question #81.

Commonwealth of Virginia

COV Answers to Vendor Questions

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100. **Page 18 – Part V.5.A - Planning**

Who will be responsible for development of an Infrastructure Design for each Department or Agency? Is this part of the Planning service offering that vendors are to supply?

ANS:

The SMS contractor selected by each subscribing agency would be responsible for planning services.

101. Item 6. Are there existing asset management standards, processes, and procedures?

ANS:

Yes, as individually defined by each COV agency.

102. Item 7. What components (i.e. servers, network devices, etc.) require capacity planning, and by what type (i.e. database, router, etc.)?

ANS:

Offerors should propose services related to capacity planning on those devices their firm actively supports.

103. Page 18 – Part V.5.C - Installation
Item 1. What percent of the 60,000 units do you expect to stage?

ANS:

RFP Section I states in part, "Seat Management Services (SMS) ...will result in up to three (3) statewide Master Contracts, which are for Indefinite Delivery, *Indefinite Quantity* requirements." (emphasis added) Actual quantities will be specified by subscribing agencies in individual Request for Quotation.

104. This vendor has the ability for just-in-time delivery. Would the Commonwealth accept this in lieu of staging to meet the Commonwealth's requirements for timely delivery?

ANS:

Delivery and installation timeframes mentioned in RFP Section V.5 are desirable features and as such are subject to negotiation prior to contract award.

105. Item 2. This refers to "pre-installation /on-site installation of both Contractor's and COV's hardware and software". Please describe the "COV's hardware and software" which should be included within scope of this service.

ANS:

COV hardware and software included in SMS can only be determined by offerors' proposals and contract negotiations conducted prior to contract award.

106. **Page 19 – Part V.5.D - Training**

Does the Commonwealth desire the vendor to include/proposed costs of providing training facilities (i.e., classroom space, equipment, etc.) or will the Commonwealth provide necessary facilities and equipment?

ANS:

RFP Section V.5.D suggests that SMS services be proposed for both scenarios, if the offeror desires and is able to provide both.

107. Does the Commonwealth desire software training to include customized COV software, as well as shrink wrapped, over-the-counter software?

ANS:

RFP Section V.5.D suggests that SMS services be proposed for both scenarios, if the offeror desires and is able to provide both.

108. What level of software training is desired for IT staff, for users?

ANS:

For SMS, COV desires that individual offeror firms propose all available levels of software training that it can provide.

109. Page 19 – Part V.5.E - Support
Item 1. What are all the service level requirements for taking over the warranties on the current install base?

ANS:

There are no requirements at all for taking over warranties on the installed base. However, if a firm proposes to take over existing warranties on the installed base of PCs, the service level should be the same for both warranty of existing PCs and for vendor provided assets.

110. How many, by type and model of computer equipment require warranty support?

ANS:

Actual quantities will be specified by subscribing agencies in each individual Request for Quotation.

111. What are the current equipment inventories?

ANS:

Current equipment inventories may be specified by subscribing agencies in each individual Request for Quotation.

112. Do the SLA requirements apply to the current install base warranties?

ANS:

Please refer to the answer to question # 109.

113. Item 3. Is the desired software bug fix limited to operating system and other software (i.e., drivers, etc.) procured through the vendor?

ANS:

Any limitation to S/W bug fix services would be determined by the offeror firm's proposal for services under the SMS Master Contract(s).

114. Item 4. – Please clarify the desired services as envisioned by the Commonwealth. This item refers to help desk and server administration, yet stipulates "no end user support". Page 43 requests detailed description of vendor's ability to provide "end-user/client" level of support for application software.

ANS:

While COV envisions that subscribing agencies will maintain current front line, first response support staff for end-user support, the RFP does not limit the services an offeror may propose for SMS. There may be agencies who would desire this service if it were offered by the SMS contractor as part of the Master Contract.

115. Please further define what the Commonwealth means by Software Warranty.

ANS:

The only software envisioned by COV would be the Operating System and related driver s/w provided.

116. Page 19 – Part V.5.F - Management

Item 1. Please describe the availability, format, and general condition of existing IT asset information and describe (or reference) any applicable policy or regulation governing vendor's inventory management approach.

ANS:

This information can only be supplied by subscribing agencies.

117. Item 2. What is the level of moves that will be required? A basic installation or other?

ANS:

The only MAC requirement is, that one (1) MAC, per seat or per server, per year, be included in the pricing of all hardware platform classes or configurations, after initial installation.

COV Answers to Vendor Questions

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118. Please further define what is meant by additions/changes. Does this refer to adding or changing new systems or adding/changing hardware to an existing system.

ANS:

A parenthetically noted, COV desires offeror firms to propose all available services in this category, such as h/w and s/w upgrades, changes or additions.

119. Does the Commonwealth want vendors to include network cabling drops (vertical runs) as part of the MAC process?

ANS:

Yes, if your firm can provide that service.

120. Will the Commonwealth provide site specific information (i.e. electrical capability/capacity, network cabling availability, user information, etc.) for the MAC process?

ANS:

Yes.

121. Item 4. Please provide additional information describing the scope of each of the Server Management services as envisioned by the Commonwealth.

ANS:

The intent of the RFP is for offerors to describe their firm's capabilities in each service area.

122. What level of network and asset management is the Commonwealth currently using?

ANS:

This varies by agency.

123. Are remote management tools available in the Departments and Agencies?

ANS:

This varies by agency.

124. Are network and systems management tools available in the Departments and Agencies?

ANS:

This varies by agency.

125. What added feature of Asset Management does the Commonwealth need?

ANS:

Please refer to the answer to question # 121.

126. Page 19 – Part V.5.G - Disposal

Item 2. Will the Commonwealth furnish us with the Commonwealth's Disposal Manual?

ANS:

This information is contained in Chapter 12 of the *Agency Procurement and Surplus Property Manual*, and is available online at: http://www.dgs.state.va.us/dps

127. Page 22 – Payment Method

Is only one invoice per month, per agency, from the contractor allowed?

ANS:

Yes. See RFP Section XII. Mandatory Contractual Terms an Conditions, #28, Invoices.

128. Page 23 – Termination/Residual Value

The majority of the monthly billing will be tied back to the acquisition costs of the hardware and the associated financing costs, yet there is no index provided for the change in the costs of funds. Is the Commonwealth willing to negotiate an index for the costs of funds and the general reduction in the residual value of the equipment?

ANS:

RFP Section V.13 requests that a method for the calculation of the residual value of vendor assets be proposed. The corresponding desirable Term and Condition is RFP Section XI.2, which is subject to negotiation prior to contract award.

129. Page 25 – The Acquisition Table

The far right column has been cut off. Please furnish the information that is to be included in that column.

ANS:

This has been remedied and a correctly formatted page is available on the ASD website at: http://asd.state.va.us

The missing column was intended for Server pricing.

130. Page 25 - Pricing Schedule

Is it correct to assume that in filling out this form the price per seat for the mandatory configurations and services are to be reflected in the Acquisition section and that the pricing for all other desirable services is to be described and itemized under the other sections, e.g. Planning?

ANS:

That is correct.

131. Page 37-41 – Platform Hardware

The minimum specifications call for choice of chassis and NIC cards. Does the Commonwealth require pricing per seat for each choice?

ANS:

No. Price must include a choice of these items.

132. Does the Commonwealth require a per seat price for the optional and upgrade choices or item pricing?

ANS:

Item pricing for optional or upgrades, monthly, per seat, that would be additive to the basic configuration's monthly per seat (or per server) service. The seat's Service Level and Technology Refreshment Period may be additional cost factors.

133. The Desktops are specified with a 15" LCD panel display. Therefore, are we correct in assuming that a Flat Panel monitor is a mandatory requirement for the minimum specifications?

ANS:

You are incorrect in making that assumption. The minimum specification is a 15" Color LCD Panel Display, not a conventional monitor.

134. Does the Desktop for the Engineering and Scientific Workstation User require ISV certification?

ANS:

There is no requirement for ISV certification. However, SMSCOV Standards, General Requirement #6 requires a listing...of all standards...that the proposed hardware conforms with.

135. Page 42 – General Requirements

Item 1. Please further define what the Commonwealth means by "brand families".

ANS:

A brand family must include all of the SMSCOV Standard Configurations. In other words, the desktops, portable and server PCs offered must each bear the same brand name.

136. Item 4. Will the Commonwealth accept pass through warranties from the manufacturer for peripheral items?

ANS:

SMS is a services contract. As such, warranties for vendor provided assets are not an issue.

137. Page 43 – Service Level Requirements

This Contractor is able to provide 24-hour on-site service for the majority of the Commonwealth. Would the Commonwealth accept Next Business Day on-site service for remote locations?

ANS:

The SMSCOV Standards describe SL1 and SL2 Service Levels, which are mandatory. However there is no limit on the type or number of additional services that can be proposed.

138. Page 44 – Reports

Is the running Commonwealth Inventory Report to be submitted to the Commonwealth or to the individual agencies?

ANS:

RFP Section VIII.1.a states that the inventory report shall be submitted to the DIT Contracts Manager and also to customer agencies that request it.

139. Page 47 – Acceptance Testing and Compliance with Specifications How will the Commonwealth measure the effectiveness level of 95% over a 48-hour period?

ANS:

Five (5) % of 48 hours calculates to 2.4 hours. Therefore, 95% effectiveness level is maintained when an asset is in service for 45.6 hours during any 48 hour period.

140. Page 54 – Prime Contractor Responsibility

Will the Commonwealth accept a joint proposal with one point of contact?

ANS:

Yes, provided only one vendor firm is designated as the Prime contractor, with the other vendor firm assuming a role as subcontractor.

141. Page 58 – Liability

Will the Commonwealth accept modifications to the indemnification clause allowing vendors to limit liability for any such claims only to those as a direct result of and to the extent caused by contractor's negligent act or omissions?

ANS:

Page 10, paragraph 3, RFP 2000-15, states in part "FAILURE TO AGREE TO THE MANDATORY TERMS AND CONDITIONS SHALL ELIMINATE THE OFFEROR"S PROPOSAL FROM FURTHER CONSIDERATION. THE VENDOR SHALL INCLUDE IN ITS PROPOSAL A STATEMENT CONFIRMING ACCEPTANCE OF THE MANDATORY TERMS AND CONDITIONS LISTED IN SECTION XII.". Article 36, entitled "Liability" on page 58 is a mandatory term. The COV will not entertain amended language that would limit any Mandatory Term and or Condition.

I Purpose: Will the State agree to a minimum number of seats under the indefinite delivery, indefinite quantity SMS contracts?

[Note: I assume that "indefinite" doesn't preclude a "minimum" requirement. Also, each agency is constrained to 50<=1000 units when ordering per V.8.h. This does not guarantee any "across the board" minimums though.]

ANS:

An indefinite delivery, indefinite quantity type contract by definition does not have any minimums associated with the agreement and, therefore COV makes no guarantee that any seats will be ordered from the statewide SMS Master Contract(s) awarded as a result of this solicitation. However, COV has suggested, as you have noted, in RFP Section V. 8. h, that agency orders placed against the SMS Master Contract(s) have a minimum initial order quantity of 50 units, or seats, and a maximum initial order quantity of 1000 seats. Offeror firms may propose any ordering procedures they desire.

143. IV Background: What are the brands currently owned by the State, identified by estimated percentages of each brand?

ANS:

That information is not available at this time, but it can be presumed to be quite varied.

144. IV Background: Do the current computing platforms all meet the SMS computing standard identified in Appendix 1, and if not, do they meet some other minimum specifications (i.e 300Mhz, 10Gb HD, 96Mb RAM)?

ANS:

They do not meet the SMSCOV Standards, and do to relative age, do not conform to any other minimum specifications.

Commonwealth of Virginia

COV Answers to Vendor Questions

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145. IV Background: Define "useful life". Is this a lease contract term, the physical life, or something else?

ANS:

This generally describes the time from initial installation of the asset until its surplus, which can span a variable amount of time, by individual agency.

146. V.2 Statement of Needs: Identify the existing COV IT/MIS staff (by agency of possible)?

[Trying to determine how many people will be requesting support.]

ANS:

That information is not available at this time, but it can be presumed to vary widely, by agency. The number of people requesting support will depend upon several factors; the types of SMS support services offeror firms propose, the SMS Master Contract(s) as negotiated and awarded, and the number of seats actually ordered by subscribing agencies.

147. V.4 Statement of Needs, Agency Procedures: "Agency will not be allowed to order any services without committing to also obtaining desktop, portable, or server PC configurations". [Does this mean that we only provide services on hardware provided by us under this agreement?]

ANS:

The intent of this statement in the solicitation is to make it clear to vendors that agencies may not order, for instance, just a single service such as inventory of an agency's existing COV owned assets, without also obtaining a contractor owned PC for the seat.

148. V.14 Disadvantaged areas of the Commonwealth: Please define "disadvantaged areas". Also, please identify which areas of the COV are designated Disadvantaged Areas".

ANS:

Please see the answer to question #7.

149. VI. Are the students that may potentially enter into contractual agreement with the COV's master contract providers of legal age to enter into such binding agreements?

ANS:

Yes. However the terms of student agreements will be negotiated.

150. VIII.1.b Inventory Report: [Conflicts with other requirements/statements. See question #147 above.]

ANS:

There is no conflict between the RFP Sections you reference. Simply put, when an agency orders SMS from the SMS contractor, the agency must obtain a PC for each desired seat. Other services offered and awarded to the SMS contactor(s) as part of the statewide SMS Master Contract(s) may also be ordered by the subscribing agencies.

151. Need clarification on the inventory reporting section, how detail should the records be i.e. user name, office location, floor, building. What happens when the user is transitioned to another position/location or resigns, etc.?

ANS:

RFP Section VIII.1.a details the requirements for the Inventory Report.

152. Since the vendor will maintain ownership of the inventory through a lease, how will the Commonwealth respond to a taxable transaction?

ANS:

COV will not be a party to any taxable transactions as a result of the SMS Master Contract(s).

153. We are interested in teaming with another company on this contract. Do you have a list of firms that have expressed interest in it? Thanks.

ANS:

Not at this time. However, a list or attendees at the pre-proposal conference will be available.

154. Is it the intent of the Commonwealth to award to one offeror, or does it intend multiple awards?

ANS:

COV intends to award up to three (3) statewide SMS Master Contract(s).

155. Will the State of Virginia give any preference to corporations which are headquartered in Virginia?

ANS:

No, the only section of the Virginia Public Procurement Act which addresses preferences for vendors is Section 11-47 of the VPPA entitled "Preference for Virginia products with recycled content and for Virginia firms". This section applies only to Invitations for Bid and not Requests for Proposals.

156. Unlike the GSA Seat Management Services Contract, the Commonwealth has not defined a "core set of services" that are generally representative of seat management. How does the Commonwealth intend to evaluate offerors' proposals given the wide variety of potential services offerings?

ANS:

RFP Sections III. 9 and 10 detail the evaluation process.

157. Since many organizations justify SMS on the infusion of skilled resources combined with the implementation of systems management tools and processes, what is the rationale for not allowing end user support?

ANS:

The RFP does not prohibit end user support services.

158. II.9; Paragraph 4

It seems inherently unfair to assign values to proposal evaluation criteria "at the beginning of the evaluation process" as stated in this paragraph. Shouldn't these values be assigned and publicized NOW so that all offerors know by what value system their proposals will be evaluated?

ANS:

No. The weights will be posted just prior to receipt of proposals.

159. V.2; Paragraph 3

"The contractor should provide a menu ..." - does this refer to offeror's providing a pricing matrix in the cost proposal?

ANS:

Yes.

160. "Contractor owns assets!" What about tax advantages of COV owning assets?

ANS:

All assets for SMS will remain contractor owned.

161. The 1, 2, and 3 years refreshment requirements do not spell out the actual cycle of refreshment the State desires within the given 1, 2, or 3 year period. Does the State want its entire 60,000 seat inventory turned over within a given period? Or some sort of phased approach?

ANS:

No. Acceptance dates of individual assets will determine the refreshment cycle timeframe.

162. V.3; Statewide Territory

Will the "... up to 3 contracts ..." be awarded on some kind of regional/geographic location basis or will each contract awardee be expected to support COV statewide?

ANS:

Statewide support is required.

163. V.5.(D. E. F)

How does the State envision ordering some of these services, many of which are outside the scope of a seat-management-type contract? Without some sort of workload parameters or requirements, how does the State suggest we price these elements, especially training, server administration, and server management? These kinds of services are traditionally priced at T&M or per hour.

ANS:

You may price them as you desire.

164. VI; Pricing Model

The right side of the pricing model (Page 25 of the RFP [Acrobat PDF format] on the web page) runs off the page and is distorted. Please provide a complete and readable pricing model.

Next comment might be the result of our not being able to see the entire pricing table ('a' above) - we can find no pricing requirement for servers, and also the level of support required thereto. Please clarify.

COMMENT:

This has been corrected. The only column not visible was for Server pricing.

165. VII.A.2.6

Is it OK to provide a table of contents and RFP compliance matrix as two separate things rather than trying to combine them both into one?

ANS:

As long as the Proposal Preparation and Submission Requirements are complied with, you may submit information as you choose.

166. Two vendors, both currently registered with ASD, are considering a joint venture proposal for Seat Management Services in response to the above referenced RFP. The joint venture may require the establishment of a new partnership or corporate entity as the legal vehicle to protect the interests of the vendors. Is it necessary that this new entity be registered with ASD prior to making the proposal?

ANS:

No. However, vendors must be registered with ASD prior to contract award.